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# **EXHIBIT C**

**Document Production** 

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#### CONFIDENTIAL

#### **AMERICAN UNIVERSITY OF ANTIGUA**

#### College of Medicine

University Park, Coolidge P.O. Box W1451 St John's, AG 268-484-8900 www.auamed.org

#### **Unofficial Transcript**

Student Name : Emily Lauren			Student ID : 3								
	Course Description	Credits Attempted	Grade	Quality Point	Course Code Course Description Credits Grade Qua Attempted Po	lity int					
Status : Dis		Date: 06/03/	2021			_					
Basic Science Division					Clinical Science Division						
FALL-2016					7015 Family Medicine I/Internal Medicine I 6.00 H 2: Richmond University Medical Center 03/18/2019 to 04/25/2019	24.00					
5112 5113	Human Structure and Function I Molecular Basis of Medicine I	7.00 6.00	P HP	14.00 18.00		24.00					
5114 5115	Introduction to Clinical Medicine I Mind Brain Behavior I	4.00 4.00 21.00	P P	8.00 8.00 48.00	Wyckoff Heights Medical Center 06/10/2019 to 07/19/2019	18.00					
Term GP	A: 2.29 CUM GPA: 2.29	21.00		40.00	Emory Decatur Hospital 07/22/2019 to 10/11/2019	36.00					
SPRING-2017					7147 Family Medicine (6W Core) 6.00 H 2: Emory Decatur Hospital 10/14/2019 to 11/22/2019	24.00					
5211 5212	Human Structure and Function II Molecular Basis of Medicine II	8.00 5.00	HP P	24.00 10.00	7126 Obstetrics and Gynecology (6W Core) 6.00 H 2: Emory Decatur Hospital 11/25/2019 to 01/03/2020	24.00					
5213 5215	Introduction to Clinical Medicine II Mind Brain Behavior II	4.00 4.00 21.00	P P	8.00 8.00 50.00	O'Connor Hospital 01/13/2020 to 03/06/2020	32.00					
Term GPA: 2.38 CUM GPA: 2.33		21.00		30.00	Interfaith Medical Center 05/04/2020 to 06/12/2020	24.00					
FALL-2017					7469 Endocrinology (6w Elective) 6.00 H 2- Interfaith Medical Center 06/15/2020 to 07/24/2020	24.00					
6321 6324 6325	Disease, Immunity Therapeutics I Introduction to Clinical Medicine III Mind Brain Behavior III	12.00 4.00 4.00	HP HP HP	36.00 12.00 12.00	Grand Strand Regional Medical Center 08/03/2020 to 08/28/2020	12.00					
Term GP	A: 3.00 CUM GPA: 2.55	20.00		60,00	Grand Strand Regional Medical Center 08/31/2020 to 09/25/2020 7653 Diagnostic Radiology (4w Elective) 4.00 H 10	16.00					
SPRING-2018					,	6.00					
6425 6427 6428	Mind Brain Behavior IV Disease, Immunity Therapeutics II Introduction to Clinical Medicine IV	4.00 11.00 4.00	H P HP	16.00 22.00 12.00	FIU-HWCOM 11/23/2020 to 12/18/2020 78.00 28/ Term GPA : 3.67 CUM GPA : 3.10	36.00					
Term GPA : 2.63 CUM GPA : 2.57		19.00		50.00	Attempted Credits:         169.00         GPA Credits:         169.00           GPA QPTs:         524.00         GPA:         3.10						
FALL-2018											
6855	Basic Science Integration Course	10.00	HP	30.00	*** End of Transcript ***						

Term GPA: 3.00 CUM GPA: 2.62

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#### CONFIDENTIAL

From: Samara Chamble <schamble@AUAMED.ORG>

Sent: Friday, September 18, 2020 3:59 PM

To: zgolkar@voorhees.edu

**Subject:** American University of Antigua Introduction

Attachments: AUA Fact Sheet.pdf

Good Afternoon Dr. Golkar,

I hope this message finds you well during these times. My name is Samara Chamble and I'm writing on behalf of American University of Antigua College of Medicine.

Are you the faculty advisor for students interested in medical school? I am hoping to share some information with the advisor about our institution, including how we can support interested Voorhees College applicants through scholarships, webinars and other engagement on campus. I have attached a sheet of quick facts about AUA to this email.

If you are not already familiar with our institution, located island of Antigua, AUA is a top-tier Caribbean medical school founded to give a fighting chance to students who may have been squeezed out of the highly competitive US medical school system. This includes those who may have stumbled a bit academically in undergrad, aspiring doctors from cultural backgrounds underrepresented in medicine, and students who, have had bad luck in the medical school interview process. Our philosophy is that every medical student deserves a chance to succeed.

Would you please let me know if you have availability to speak via zoom or phone further?

I hope to hear from you, Samara

#### Samara Chamble

Manager for University Partnerships
P: (646) 745-6203
F: (973) 498-7707
schamble@auamed.org
https://calendly.com/samarachambleaua (Schedule a meeting with me)

Manipal Education Americas, LLC Representative for American University of Antigua College of Medicine American International College of Arts and Sciences – Antigua 1 Battery Park Plaza, 33<sup>rd</sup> Floor New York, NY 10004 www.auamed.org











COLLEGE OF MEDICINE

CONFIDENTIAL

## FACTS + FIGURES

#### APPROVALS & ACCREDITATIONS



AUA graduates can practice in the US, Canada, India, and UK.



CARIBBEAN ACCREDITATION AUTHORITY FOR EDUCATION IN MEDICINE AND OTHER HEALTH PROFESSIONS



MEDICAL BOARD OF CALIFORNIA



NEW YORK STATE EDUCATION DEPARTMENT



FLORIDA DEPARTMENT OF EDUCATION



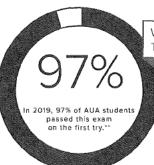
GENERAL MEDICAL COUNCIL (UK)



MEDICAL COUCIL OF INDIA (MCI)

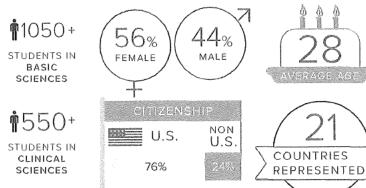
#### USMLE PASS RATE

The USMLE is one of the most important exams taken by medical school students.



WHAT DOES THIS MEAN?

#### STUDENT DEMOGRAPHICS



1,650+

STUDENTS CURRENTLY ENROLLED

Since its founding in 2004, AUA has produced:

#### CLINICAL AFFILIATIONS

AUA has clinical sites throughout the U.S., Canada, UK, and India.



All your core rotations in one convenient location. Qualified students can complete their core & elective rotations at sites affiliated with Florida International University (FIU).

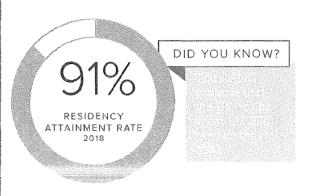
#### RESIDENCY PLACEMENTS & SPECIALTIES

The "Match" is a highly competitive process that matches 4th year medical students with residency programs. AUA graduates have earned prestigious residencies and fellowships at the Mayo Clinic, Cleveland Clinic, Brown University, Dartmouth Hitchcock Medical Center, Yale New Haven Hospital, and more.

# to as Title IV).

AUA is approved to participate in the U.S. Federal Direct Loan Program (also referred

SCHOLARSHIPS & FINANCIAL AID





MILITARY SERVICE AWARDS



"AS OF Jan. 2020

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#### CONFIDENTIAL

From:

Samara Chamble <schamble@AUAMED.ORG>

Sent:

Tuesday, September 22, 2020 9:40 AM

To:

'Zhabiz Golkar'

Subject:

American University of Antigua MOU

Attachments:

Voorhees College - AUA MOU draft.docx; AUA Fact Sheet.pdf

Hello Dr. Golkar,

It was great speaking with you this morning.

As a follow up to our conversation, I have attached a draft Memorandum of Understanding between Voorhees College and American University of Antigua. As you and your team review the draft agreement, I'm happy to work with you on edits and answer any questions you may have. Once we have agreed on all edits the document will be ready to sign. Benefits of a MOU with AUA include:

- Waived application fee
- Expedited admissions timeline
- Waived seat deposit
- \$5,000 Preferred Partner Grant
- Dedicated Associate Director of Admissions that works with your students throughout the admissions process and conducts webinars or informational visits to campus

#### **AUA Virtual Advising Toolkit**

We've created a kit to share AUA program materials with pre health advisors. Please feel free to access the materials using the link below.

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In this kit you will find the following items:

- AUA Viewbook (contains information and pictures of campus and facilities)
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- Housing Guide
- AUA Alumni Magazine, with profiles of distinguished graduates
- 2019 Residency Brochure
- Student Loan Guide

Please let me know if there are any other items I can provide.

I look forward to working with you, Samara

#### Samara Chamble

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#### CONFIDENTIAL

Manipal Education Americas, LLC Representative for American University of Antigua College of Medicine American International College of Arts and Sciences – Antigua 1 Battery Park Plaza, 33<sup>rd</sup> Floor New York, NY 10004 www.auamed.org



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#### CONFIDENTIAL





#### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

#### **VOORHEES COLLEGE**

#### AND

#### AMERICAN UNIVERSITY OF ANTIGUA, COLLEGE OF MEDICINE

This Memorandum of Understanding is made this \_\_\_ day of Month, 2020 by and between Voorhees College, hereinafter referred to as VC, an accredited University located in Denmark, South Carolina and American University of Antigua (AUA) College of Medicine, hereinafter referred to as AUA, an accredited College of Medicine located at University Park, Jabberwock Beach Road, Coolidge, Antigua,

WHEREAS VC and AUA share common goals of providing for their students a learner-centric education of the highest quality, granting opportunities to undergraduate minorities and fostering a diverse academic community as well as a diverse physician workforce; and,

WHEREAS, in furtherance of those goals, they each wish to collaborate in areas of interest and benefit to both institution; and,

WHEREAS, as part of that collaboration, the parties wish to establish a program under which students and graduates of VC are guaranteed admission into AUA's MD educational program and scholarship opportunities under the terms and conditions set forth below;

Now, therefore, the parties agree as follows:

I.

VC and AUA hereby agree that graduates of VC shall have:

 guaranteed admission into AUA's MD program provided that they have, at the time of their graduation, a GPA above 3.0 and otherwise meet AUA's admission requirements as set forth on 4:20-cv-04445-JD Date Filed 10/20/21 Entry Number 42-3 Page 8 of 89

#### CONFIDENTIAL

AUA's website <a href="https://www.auamed.org/admissions/admissions-requirements/">https://www.auamed.org/admissions/admissions-requirements/</a> as of the date that the interested applicant applies for admission into AUA's program;

- a waived application fee for interested VC applications;
- an expedited admissions timeline, including application review, interview and decision; and
- upon acceptance, once a student commits their intent to attend, a waiver of the obligation to pay AUA a pre-registration seat deposit.

II.

VC graduates accepted into AUA's MD program under this agreement will also be eligible for a \$5,000 Preferred College Partner Grant:

- this grant will be disbursed in increments of \$1,000 over the course of the 5 academic periods;
- VC will be capped at 5 grants per AUA class (for a total of 10 per academic year), awarded to the first 5 students per AUA class who are accepted into and enroll into AUA's MD program; and
- students receiving the Preferred College Partner Grant will be eligible for other AUA scholarships and awards.

III.

#### **Scholarships**

All VC graduates who attend AUA's MD Program and who are underrepresented in medicine may qualify for the Physician Diversification Initiative Scholarship in the amount of \$50,000. To qualify for this scholarship, the VC graduate must have:

Pre-requisite and undergraduate GPA of 3.25 and above.

IV.

The Chief Academic Officers of both VC and AUA shall designate officials with the primary role of leading this initiative at their respective institutions. These officials, working with other appropriate

administrators at the respective institutions, shall have the following responsibilities:

- act as principal contacts for individual and group activities and plan and coordinate all activities within their institutions as well as with the partner institution;
- distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution;
- periodically review and evaluate past activities and work out new ideas for future cooperative agreements as approved by the chief academic officers;
- allow accessibility for an AUA Associate Director of Admission to meet with students through virtual and in person information sessions; and
- · distribute AUA marketing materials to students

٧.

This general Memorandum of Understanding shall be identified as the parent document of any future program agreement executed between the parties. A joint degree program or linkage program will require a separate curricular harmonization and Agreement that will be approved by respective faculty bodies and signed by deans and chief academic officers.

VI.

This Agreement anticipates that any exchange of monies based on activities performed for or on behalf of the participating institutions shall be expressed and approved in writing before these activities are performed.

Unless otherwise stated in signed supplementary agreements, each party shall be responsible for its own costs and expenses and the expenses of its personnel (staff, faculty, students and administrators) as may be incurred in the fulfillment of its obligations under this agreement.

Furthermore, neither party shall hold itself out as the agent or representative of the other or otherwise oblige the other to financial responsibility unless as the parties may mutually agree through a supplementary agreement duly signed by the Chief Academic Officers or CEOs of both parties.

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#### CONFIDENTIAL

#### VII.

Upon approval by each institution, this agreement shall remain in effect for an initial period of 5 years unless terminated earlier by either institution.

Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty.

#### VIII.

If this agreement is terminated, neither VC nor AUA would be liable to the other for any monetary or other losses that may result unless as otherwise stated in a signed supplementary agreement.

In case of termination, each institution agrees to honor the academic plans for students and faculty accepted and approved under this Agreement.

The implementation of this MOU is contingent upon the approval of the chief academic officers and the presidents of both institutions.

Execution of this MOU by the parties may be made in counterpart copies which, together, shall be deemed an original.

Neal Simon	Date
President	
American University of Antigua, College of Medicine	
Name	Date
Title	

Voorhees College



COLLEGE OF MEDICINE

CONFIDENTIAL

## FACTS + FIGURES\*

#### APPROVALS & ACCREDITATIONS



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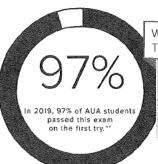
GENERAL MEDICAL COUNCIL (UK)



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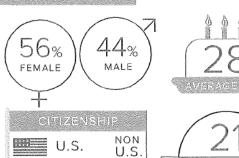




STUDENTS IN CLINICAL SCIENCES

1,650+

STUDENTS
CURRENTLY
ENROLLED



76% 24% COUNTRIES REPRESENTED

Since its founding in 2004, AUA has produced:

Si 2600 i shiliwiya

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All your core rotations in one convenient location. Qualified students can complete their core & elective rotations at sites affiliated with Florida International University (FIU).

"AS OF 10/2019

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# 91% RESIDENCY ATTAINMENT RATE 2018

### SCHOLARSHIPS & FINANCIAL AID



AUA is approved to participate in the U.S. Federal Direct Loan Program (also referred to as Title IV).







"AS OF Jan. 2020

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#### CONFIDENTIAL

From: Calendly <notifications@calendly.com>
Sent: Monday, September 21, 2020 1:24 PM

To: Samara Chamble

Subject: External New Event: Zhabiz Golkar - 09:15am Tue, Sep 22, 2020 - 15 min AUA Quick

Introduction

CAUTION:Be Careful when opening up links and attachments.



Hi Samara Chamble,

A new event has been scheduled.

#### **Event Type:**

15 min AUA Quick Introduction

#### Invitee:

Zhabiz Golkar

#### Invitee Email:

zgolkar@voorhees.edu

#### **Event Date/Time:**

09:15am - Tuesday, September 22, 2020 (Eastern Time - US & Canada)

#### Description:

Meeting to discuss AUA College of Medicine, share information about your institution's premed students and learn about scholarship and partnership opportunities.

#### Location:

This is a Zoom web conference.

Attendees can join this meeting from a computer, tablet or smartphone.

https://zoom.us/j/7101450552

They can also dial in using a phone.

US: +1 301 715 8592, +1 312 626 6799, +1 646 558 8656, +1 253 215 8782, +1 346 248

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#### CONFIDENTIAL

7799, +1 669 900 9128 Meeting ID: 710-145-0552

Find your local number: https://zoom.us/u/adHI7e6OpJ

Invitee Time Zone:

Eastern Time - US & Canada

View event in Calendly

Sent from Calendly

Report this event

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#### CONFIDENTIAL

From: Zhabiz Golkar <zgolkar@voorhees.edu>
Sent: Tuesday, October 6, 2020 12:12 PM

To: Samara Chamble

**Subject:** External Signed MOU- Voorhees College Fw: American University of Antiqua MOU

**Attachments:** AUA MOU 2020-10-06\_120510.pdf

**Importance:** High

CAUTION:Be Careful when opening up links and attachments.

Good afternoon Samara,

I hope you are doing well, Please see attached signed MOU. Let me know what is the next step.

Thank you Dr. Golkar

Zhabiz Golkar

#### Zhabiz Golkar, Ph.D.

Chairperson & Associate Professor of Biology
Department of Science, Technology, Health and Human Services
Division of Academic Affairs
Councilor, South Carolina Academy of Sciences

Office: 803 780 1060 www.voorhees.edu



From: Ronnie Hopkins < rhopkins@voorhees.edu>

Sent: Tuesday, October 6, 2020 12:08 PM
To: Zhabiz Golkar <zgolkar@voorhees.edu>
Cc: Carolyn M. Grant <cgrant@voorhees.edu>

Subject: Re: Good News! Fw: American University of Antigua MOU

Good afternoon,

Please find approved MOU attached.

Thank you.

Ronnie Hapkins

Ronnie Hopkins, Ph.D.
Provost and Vice President for Academic Affairs
Accreditation Officer & Professor of English

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#### CONFIDENTIAL

Tel. Office: 803.780.1021/1029

Tel. Cell: 803.260.5956 Fax: 803.780.4781 rhopkins@voorhees.edu Post Office Box 678 Denmark SC 29042

www.voorhees.edu								
×	Administrative Section 1984	erand meets deel only blade accept.	and prince					

From: Zhabiz Golkar <zgolkar@voorhees.edu>
Sent: Tuesday, September 22, 2020 10:17 AM
To: Ronnie Hopkins <rhopkins@voorhees.edu>
Cc: Carolyn M. Grant <cgrant@voorhees.edu>

Subject: Good News! Fw: American University of Antigua MOU

Good morning Dr. Hopkins,

It is with pleasure to share with you, my meeting with AUA representative for university partnership was extremely productive this morning and I received the draft of MOU between Voorhees College and American University of Antigua, College of Medicine.

Please kindly review the attached draft "agreement" and provide your kind recommendations/ edits ,... Once I receive the final draft, it will be shared with AUA representative for Dr. Simion's signature (AUA- President). A signed copy will be presented to you for review the final approval. Thank you in advance.

My Best, Zhabiz

Zhabiz Golkar

#### Zhabiz Golkar, Ph.D.

Chairperson & Associate Professor of Biology
Department of Science, Technology, Health and Human Services
Division of Academic Affairs
Councilor, South Carolina Academy of Sciences

Office: 803 780 1060 www.voorhees.edu



From: Samara Chamble <schamble@AUAMED.ORG>

Sent: Tuesday, September 22, 2020 9:40 AM To: Zhabiz Golkar <zgolkar@voorhees.edu> Subject: American University of Antigua MOU

This is a Trusted Voorhees College Sender

Hello Dr. Golkar,

It was great speaking with you this morning.

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- Student Loan Guide

Please let me know if there are any other items I can provide.

I look forward to working with you,

Samara

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Manipal Education Americas, LLC Representative for

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American International College of Arts and Sciences – Antigua

1 Battery Park Plaza, 33rd Floor

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www.auamed.org

XXXXXX

PRIVACY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain protected legal information, health information, or other privileged or sensitive information that is private and protected from disclosure or further dissemination under State and/or Federal law. If the reader or recipient of this message/e-mail is not the intended or designated recipient, or directly responsible for delivering the message to the intended or designated recipient, you are hereby notified that any dissemination, distribution, copying, or unauthorized disclosure of this communication or the information contained herein is strictly prohibited and may subject the violator to Civil and/or Criminal penalties. If you have received this communication in error, please notify the sender immediately by telephone, reply e-mail or fax, using the telephone number and/ or address identified in this communication. Also, please destroy and delete ALL copies of this communication and ALL attachments immediately.

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#### CONFIDENTIAL





#### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

#### VOORHEES COLLEGE

#### AND

#### AMERICAN UNIVERSITY OF ANTIGUA, COLLEGE OF MEDICINE

This Memorandum of Understanding is made this <u>6th</u> day of October, 2020 by and between Voorhees College, hereinafter referred to as VC, an accredited University located in Denmark, South Carolina and American University of Antigua (AUA) College of Medicine, hereinafter referred to as AUA, an accredited College of Medicine located at University Park, Jabberwock Beach Road, Coolidge, Antigua,

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Ш.

#### Scholarships

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V.

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Furthermore, neither party shall hold itself out as the agent or representative of the other or otherwise oblige the other to financial responsibility unless as the parties may mutually agree through a supplementary agreement duly signed by the Chief Academic Officers or CEOs of both parties.

#### VII.

Upon approval by each institution, this agreement shall remain in effect for an initial period of 5 years unless terminated earlier by either institution.

Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty.

#### VIII.

If this agreement is terminated, neither VC nor AUA would be liable to the other for any monetary or other losses that may result unless as otherwise stated in a signed supplementary agreement.

In case of termination, each institution agrees to honor the academic plans for students and faculty accepted and approved under this Agreement.

The implementation of this MOU is contingent upon the approval of the chief academic officers and the presidents of both institutions.

Execution of this MOU by the parties may be made in counterpart copies which, together, shall be deemed an original.

Neal Simon Date
President

American University of Antigua, College of Medicine

Name Ronnic Hopkins
Title Provist and Vice President for Academic Affairs

Voorhees College

From:

Samara Chamble <schamble@AUAMED.ORG>

Sent:

Monday, September 21, 2020 1:23 PM

To:

'Zhabiz Golkar'

Subject:

RE: External Re: American University of Antigua Introduction

Hello Dr. Golkar,

Thank you for your reply. You can use the link below to schedule a call with me at your earliest convenience: <a href="https://calendly.com/samarachambleaua">https://calendly.com/samarachambleaua</a>

I look forward to speaking with you, Samara

#### Samara Chamble

Manager for University Partnerships
P: (646) 745-6203
F: (973) 498-7707
schamble@auamed.org
https://calendly.com/samarachambleaua (Schedule a meeting with me)

Manipal Education Americas, LLC Representative for American University of Antigua College of Medicine American International College of Arts and Sciences – Antigua 1 Battery Park Plaza, 33<sup>rd</sup> Floor New York, NY 10004 www.auamed.org



From: Zhabiz Golkar [mailto:zgolkar@voorhees.edu]

Sent: Friday, September 18, 2020 4:12 PM

To: Samara Chamble <schamble@AUAMED.ORG>

Subject: External Re: American University of Antigua Introduction

CAUTION:Be Careful when opening up links and attachments.

Good afternoon Samara,

Thank you for your email and interest in our VC students. I would like to set up an appointment to review the potential for our students.

Dr. Golkar

Zhabiz Golkar

Zhabiz Golkar, Ph.D.

Chairperson & Associate Professor of Biology

4:20-cv-04445-JD Date Filed 10/20/21 Entry Number 42-3 Page 22 of 89

#### CONFIDENTIAL

Department of Science, Technology, Health and Human Services Division of Academic Affairs Councilor, South Carolina Academy of Sciences Office: 803 780 1060

www.voorhees.edu



From: Samara Chamble <schamble@AUAMED.ORG>

Sent: Friday, September 18, 2020 3:58 PM To: Zhabiz Golkar <zgolkar@voorhees.edu>

Subject: American University of Antigua Introduction

This sender is UnKnown

Allow sender | Block sender

Good Afternoon Dr. Golkar,

I hope this message finds you well during these times. My name is Samara Chamble and I'm writing on behalf of American University of Antigua College of Medicine.

Are you the faculty advisor for students interested in medical school? I am hoping to share some information with the advisor about our institution, including how we can support interested Voorhees College applicants through scholarships, webinars and other engagement on campus. I have attached a sheet of quick facts about AUA to this email.

If you are not already familiar with our institution, located island of Antigua, AUA is a top-tier Caribbean medical school founded to give a fighting chance to students who may have been squeezed out of the highly competitive US medical school system. This includes those who may have stumbled a bit academically in undergrad, aspiring doctors from cultural backgrounds underrepresented in medicine, and students who, have had bad luck in the medical school interview process. Our philosophy is that every medical student deserves a chance to succeed.

Would you please let me know if you have availability to speak via zoom or phone further?

I hope to hear from you, Samara

#### Samara Chamble

Manager for University Partnerships

P: (646) 745-6203 F: (973) 498-7707

schamble@auamed.org

https://calendly.com/samarachambleaua (Schedule a meeting with me)

Manipal Education Americas, LLC Representative for American University of Antigua College of Medicine American International College of Arts and Sciences – Antigua 1 Battery Park Plaza, 33<sup>rd</sup> Floor 4:20-cv-04445-JD Date Filed 10/20/21 Entry Number 42-3 Page 23 of 89

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4:20-cv-04445-JD Date Filed 10/20/21 Entry Number 42-3 Page 24 of 89

#### CONFIDENTIAL

From:

Zhabiz Golkar <zgolkar@voorhees.edu>

Sent:

Tuesday, September 22, 2020 10:20 AM

To:

Samara Chamble

Subject:

External Re: American University of Antiqua MOU

CAUTION:Be Careful when opening up links and attachments.

Good morning Samara,

Thanks much! I will process the MOU and will contact you shortly. It was pleasure to speak with you today as well. Looking forward to a wonderful partnership with AUA and VC in future.

Best.

Zhahiz Golkar

#### Zhabiz Golkar, Ph.D.

Chairperson & Associate Professor of Biology
Department of Science, Technology, Health and Human Services
Division of Academic Affairs
Councilor, South Carolina Academy of Sciences
Office: 803,780,1060

Office: 803 780 1060 www.voorhees.edu



From: Samara Chamble <schamble@AUAMED.ORG>

Sent: Tuesday, September 22, 2020 9:40 AM
To: Zhabiz Golkar <zgolkar@voorhees.edu>
Subject: American University of Antigua MOU

This is a Trusted Voorhees College Sender

Hello Dr. Golkar,

It was great speaking with you this morning.

As a follow up to our conversation, I have attached a draft Memorandum of Understanding between Voorhees College and American University of Antigua. As you and your team review the draft agreement, I'm happy to work with you on edits and answer any questions you may have. Once we have agreed on all edits the document will be ready to sign. Benefits of a MOU with AUA include:

- · Waived application fee
- Expedited admissions timeline
- · Waived seat deposit
- \$5,000 Preferred Partner Grant

• Dedicated Associate Director of Admissions that works with your students throughout the admissions process and conducts webinars or informational visits to campus

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In this kit you will find the following items:

- AUA Viewbook (contains information and pictures of campus and facilities)
- 2019 New Student Guide, which includes a pre-arrival checklist, a packing list, campus and island life info, a holiday schedule and more
- Housing Guide
- AUA Alumni Magazine, with profiles of distinguished graduates
- 2019 Residency Brochure
- Student Loan Guide

Please let me know if there are any other items I can provide.

I look forward to working with you,

Samara

#### Samara Chamble

Manager for University Partnerships

P: (646) 745-6203

F: (973) 498-7707

schamble@auamed.org

https://calendly.com/samarachambleaua (Schedule a meeting with me)

Manipal Education Americas, LLC Representative for

American University of Antigua College of Medicine

American International College of Arts and Sciences – Antigua

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New York, NY 10004

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#### CONFIDENTIAL

From: Sent: Zhabiz Golkar <zgolkar@voorhees.edu> Tuesday, September 22, 2020 9:27 AM

To:

Samara Chamble

Subject:

External VC- School's logo

**Attachments:** 

VC 2C logo Sq 2018 Taq.ai; VC 2C logo Sq 2018 Tag.jpg; VC 2C Logo Horiz 2018 Tag.ai;

VC 2C Logo Horiz 2018 Tag.jpg

CAUTION:Be Careful when opening up links and attachments.

Good morning Samara,

Please see attached requested VC official logo.

Thank you Dr. Golkar

Zhabiz Golkar

#### Zhabiz Golkar, Ph.D.

Chairperson & Associate Professor of Biology Department of Science, Technology, Health and Human Services Division of Academic Affairs Councilor, South Carolina Academy of Sciences Office: 803 780 1060

www.voorhees.edu



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CONFIDENTIAL



Begin. Believe. Become.

4:20-cv-04445-JD Date Filed 10/20/21 Entry Number 42-3 Page 29 of 89

#### CONFIDENTIAL

From:

Zhabiz Golkar <zgolkar@voorhees.edu> Monday, September 21, 2020 1:25 PM

Sent: To:

Samara Chamble

Subject:

Re: External Re: American University of Antiqua Introduction

#### 15 min AUA Quick Introduction

9:15am - 9:30am, Tuesday, September 22, 2020

#### Thank you

Zhabiz Golkar

#### Zhabiz Golkar, Ph.D.

Chairperson & Associate Professor of Biology
Department of Science, Technology, Health and Human Services
Division of Academic Affairs
Councilor, South Carolina Academy of Sciences
Office: 803 780 1060

www.voorhees.edu



From: Samara Chamble <schamble@AUAMED.ORG>

**Sent:** Monday, September 21, 2020 1:22 PM **To:** Zhabiz Golkar <zgolkar@voorhees.edu>

Subject: RE: External Re: American University of Antigua Introduction

This is a Trusted Voorhees College Sender

Hello Dr. Golkar,

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I look forward to speaking with you,

Samara

4:20-cv-04445-JD Date Filed 10/20/21 Entry Number 42-3 Page 30 of 89

#### CONFIDENTIAL

#### Samara Chamble

Manager for University Partnerships

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From: Zhabiz Golkar [mailto:zgolkar@voorhees.edu]

Sent: Friday, September 18, 2020 4:12 PM

To: Samara Chamble <schamble@AUAMED.ORG>

**Subject:** External Re: American University of Antigua Introduction CAUTION:Be Careful when opening up links and attachments.

Good afternoon Samara.

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Dr. Golkar Zhabiz Golkar

#### Zhabiz Golkar, Ph.D.

Chairperson & Associate Professor of Biology

Department of Science, Technology, Health and Human Services

Division of Academic Affairs

Councilor, South Carolina Academy of Sciences

Office: 803 780 1060 www.voorhees.edu



From: Samara Chamble < schamble@AUAMED.ORG >

**Sent:** Friday, September 18, 2020 3:58 PM **To:** Zhabiz Golkar <zgolkar@voorhees.edu>

Subject: American University of Antigua Introduction

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Good Afternoon Dr. Golkar,

I hope this message finds you well during these times. My name is Samara Chamble and I'm writing on behalf of American University of Antigua College of Medicine.

Are you the faculty advisor for students interested in medical school? I am hoping to share some information with the advisor about our institution, including how we can support interested Voorhees College applicants through scholarships, webinars and other engagement on campus. I have attached a sheet of quick facts about AUA to this email. If you are not already familiar with our institution, located island of Antigua, AUA is a top-tier Caribbean medical school founded to give a fighting chance to students who may have been squeezed out of the highly competitive US medical school system. This includes those who may have stumbled a bit academically in undergrad, aspiring doctors from cultural backgrounds underrepresented in medicine, and students who, have had bad luck in the medical school interview process. Our philosophy is that every medical student deserves a chance to succeed.

Would you please let me know if you have availability to speak via zoom or phone further? I hope to hear from you,

Samara

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#### CONFIDENTIAL

From:

Samara Chamble <schamble@AUAMED.ORG>

Sent:

Tuesday, September 29, 2020 2:02 PM

To:

'Zhabiz Golkar'

Subject:

RE: External Re: American University of Antiqua MOU

Hello Dr. Golkar,

How are you? I'm checking in to see if you or your colleagues had any questions about the proposed MOU agreement or AUA.

Best,

Samara

#### Samara Chamble

Manager for University Partnerships

P: (646) 745-6203 F: (973) 498-7707

schamble@auamed.org

https://calendly.com/samarachambleaua (Schedule a meeting with me)

Manipal Education Americas, LLC Representative for American University of Antigua College of Medicine American International College of Arts and Sciences – Antigua 1 Battery Park Plaza, 33<sup>rd</sup> Floor New York, NY 10004 www.auamed.org



From: Zhabiz Golkar [mailto:zgolkar@voorhees.edu]
Sent: Tuesday, September 22, 2020 10:20 AM
To: Samara Chamble <schamble@AUAMED.ORG>

Subject: External Re: American University of Antigua MOU

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Best,

Zhabiz Golkar

Zhabiz Golkar, Ph.D.

Chairperson & Associate Professor of Biology

Department of Science, Technology, Health and Human Services Division of Academic Affairs Councilor, South Carolina Academy of Sciences

Office: 803 780 1060 www.voorhees.edu



From: Samara Chamble <schamble@AUAMED.ORG>

Sent: Tuesday, September 22, 2020 9:40 AM To: Zhabiz Golkar < zgolkar@voorhees.edu > Subject: American University of Antigua MOU

This is a Trusted Voorhees College Sender

Hello Dr. Golkar,

It was great speaking with you this morning.

As a follow up to our conversation, I have attached a draft Memorandum of Understanding between Voorhees College and American University of Antigua. As you and your team review the draft agreement, I'm happy to work with you on edits and answer any questions you may have. Once we have agreed on all edits the document will be ready to sign. Benefits of a MOU with AUA include:

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In this kit you will find the following items:

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- Housing Guide
- · AUA Alumni Magazine, with profiles of distinguished graduates
- 2019 Residency Brochure
- Student Loan Guide

Please let me know if there are any other items I can provide.

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#### CONFIDENTIAL

I look forward to working with you, Samara

#### Samara Chamble

Manager for University Partnerships
P: (646) 745-6203
F: (973) 498-7707
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https://calendly.com/samarachambleaua (Schedule a meeting with me)

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#### CONFIDENTIAL

From:

Samara Chamble <schamble@AUAMED.ORG>

Sent:

Thursday, April 15, 2021 2:54 PM

To:

'zgolkar@voorhees.edu'

Subject:

A Note From Dr. John Yergan - American University of Antiqua College of Medicine

Good Afternoon Dr. Golkar,

I hope this email finds you well. As we are now in Spring, I know that many of your students are receiving US medical school admission decisions. This can be both an exciting and stressful time for students. Our Executive Dean of Preclinical Sciences, Dr. John Yergan, went through this same process himself. As a MOU program affiliate institution, AUA is here for your students. Having said that, Dr. Yergan asked me to share the following message with you.

#### Message to Program Affiliates:

I recall as a Black medical student in the United States traveling to HBCUs to represent my school and to recruit college students to apply. It was a rewarding and successful experience. My medical school days have been followed by a satisfying career in medicine. Currently, I serve as our school's Executive Dean for the preclinical campus in Antigua. Our mission is to provide high quality medical education to all of our students. We provide access to medical education to a broader range of students, including students who might not otherwise have the opportunity to study medicine. This is our passion.

We have a modern campus on the lovely island of Antigua. Our goal is to not only teach, but to support students while they are here. We prepare them for clinical rotations at affiliate hospitals throughout the U.S. If you have students you think may be interested in our school, please do not hesitate to contact Samara Chamble, Manager for University Outreach. She will take it from there.

Sincerely,

John Yergan, MD MPH Executive Dean of Preclinical Sciences American University of Antiqua College of Medicine



All the best, Samara

#### Samara Chamble

Manager for University Outreach
P: (646) 745-6203
F: (973) 498-7707
schamble@auamed.org
https://calendly.com/samarachambleaua (Schedule a meeting with me)

Manipal Education Americas, LLC Representative for American University of Antigua College of Medicine American International College of Arts and Sciences — Antigua 40 Wall St, 10<sup>th</sup> Floor New York, NY 10005 www.auamed.org





Proud supporter of the American Medical Student Association

From: Bynum Megan <Katherine.Bynum@hcahealthcare.com>

Sent: Thursday, February 13, 2020 10:51 AM

To: Melissa Morell

Cc: Jason Rivera; Teneshea LeGrand

Subject: Re:AUA Affiliation

Attachments: AUA - Grand Strand \_ .pdf

Here you go.

Megan Bynum 615-372-6794

From: Melissa Morell <a href="mmorell@AUAMED.ORG">mmorell@AUAMED.ORG</a> Sent: Thursday, February 13, 2020 9:02 AM

To: Bynum Megan <Katherine.Bynum@hcahealthcare.com>

Cc: Jason Rivera < jrivera@AUAMED.ORG>; Teneshea LeGrand < tlegrand@AUAMED.ORG>

Subject: {EXTERNAL} RE: AUA Affiliation

Good morning Megan,

Please see attached. This student will be limited to no more than 2 four week electives. Please let me know if there is anything else you need and I look forward to receiving a copy of the signed finalized contract.

Best regards,

#### Melissa Morell

Executive Director, Clinical Sciences Administration

p: (212) 661-8899, ext. 167

f: (646) 390-4947

mmorell@auamed.org

Manipal Education Americas, LLC Representative for

# American University of Antigua College of Medicine

1 Battery Park Plaza, 33rd floor

New York, NY 10004

www.auamed.org

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#### CONFIDENTIAL

From: Bynum Megan [mailto:Katherine.Bynum@hcahealthcare.com]

Sent: Friday, January 24, 2020 9:44 AM

To: Melissa Morell <mmorell@AUAMED.ORG>

Subject: Re:AUA Affiliation

You will need to amend page 2 to list the student's information and then page 3 is for signature.

Megan Bynum 615-372-6794

From: Melissa Morell <a href="mmorell@AUAMED.ORG">mmorell@AUAMED.ORG</a>

Sent: Friday, January 24, 2020 7:34 AM

To: Bynum Megan < Katherine. Bynum@hcahealthcare.com >

Subject: {EXTERNAL} RE: AUA Affiliation

Thank you for your reply, Ms. Bynum. We are prepared to sign this agreement, but will need a header and signature section added. Once received, I will move on having this signed right away.

# Melissa Morell

Executive Director, Clinical Sciences Administration

p: (212) 661-8899, ext. 167

f: (646) 390-4947

mmorell@auamed.org

Manipal Education Americas, LLC Representative for

# American University of Antigua College of Medicine

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From: Bynum Megan [mailto:Katherine.Bynum@hcahealthcare.com]

**Sent:** Tuesday, January 21, 2020 2:27 PM **To:** Melissa Morell <a href="mmorell@AUAMED.ORG">mmorell@AUAMED.ORG</a>>

Subject: Re:AUA Affiliation

Thank you for reaching out. I have was able to receive approval for your student to rotate at Grand Strand. I have attached the approved HCA Healthcare template for your legal counsel to review. We will need to add the specific details of the student's rotation once the template is agreed upon.

R. Megan Bynum, Ed.D.

Director of Resident Engagement Strategy

Date Filed 10/20/21 Entry Number 42-3 Page 39 of 89

#### CONFIDENTIAL

Graduate Medical Education HCA | Physician Services Group

P 615.372.6794 2000 Health Park Drive, Brentwood, TN 37027 HCAHealthcare.com | Connect With Us

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From: Melissa Morell < mmorell@AUAMED.ORG >

Sent: Tuesday, January 21, 2020 11:13 AM

To: Bynum Megan < Katherine. Bynum@hcahealthcare.com >

Subject: {EXTERNAL} AUA Affiliation

Good morning Ms. Bynum,

I am Melissa, Executive Director for Clinical Sciences Administration here at AUA College of Medicine. One of our students has approached Grand Strand Hospital about arranging a 4th year elective there. This particular students father is the Chief of Anesthesiology at Grand Strand so Ms. Richardson in Medical Education, has graciously referred us to you in hopes of HCA entering into an affiliation with AUA. I am attaching our form of agreement for your consideration but, if you have a form of agreement that your hospital would prefer be used, we would be happy to consider it. Please feel free to contact me if you wish to discuss any aspect of our student's clerkship or the agreement.

Best regards.

### Melissa Morell

Executive Director, Clinical Sciences Administration p: (212) 661-8899, ext. 167 f: (646) 390-4947 mmorell@auamed.org

Manipal Education Americas, LLC Representative for

# American University of Antiqua College of Medicine

1 Battery Park Plaza, 33rd floor New York, NY 10004 www.auamed.org

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CONFIDENTIAL

# AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

# VISITING STUDENT IMPLEMENTATION LETTER

The purpose of this letter is to provide a record of the clinical training affiliation agreement between American University of Antigua College of Medicine, c/o Manipal Education Americas, LLC (the "SCHOOL") and Grand Strand Regional Medical Center the ("HOST AGENCY") with respect to a clinical training experience for the SCHOOL'S students and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing "none"):

1. Section A5 under Responsibilities of the SCHOOL (Page 2 of 9) removed and replaced as follows:

SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with SCHOOL. SCHOOL shall notify the student of Host Agency's requirement for evidence of successful criminal background check results, health and immunization records, and proof of negative drug test results prior to the first day of their learning experience. SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host Agency's policies and practices, and that the cost of any such test will be paid by the student. All students shall pass a medical examination acceptable to Host Agency prior to their participation in the learning experience at Host Agency at least once a year or as otherwise required by applicable laws. SCHOOL and/or the student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the learning experience at Host Agency. In no event shall Host Agency be financially or otherwise responsible for said medical care and treatment. Students will present the following health records on the first day of their educational experience at Host Agency. Students will not be allowed to commence experiences until all records are provided:

- Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR;
- (iii) Varicella Immunity, by positive history of chickenpox or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (vi) Evidence of a Negative drug screen.

The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);

(iii)	Violent Sexual	Offender and	Predator 1	Registry	Search;
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- (iv) HHS/OIG List of Excluded Individuals/Entities;
- (v) GSA List of Parties Excluded from Federal Programs;
- (vi) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
- (vii) Applicable State Exclusion List, if available.
- 2. SCHOOL will and will require that each student keeps strictly confidential and holds in trust all non-public information of Host Agency, including all patient information, and refrains from disclosing such confidential information to any third party without the express prior written consent of Host Agency, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process or as required by law or court order after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. SCHOOL shall not disclose the terms of this Agreement to any person who is not a party to this Agreement or a student, except as required by law or as authorized by Host Agency. These confidentiality requirements survive the termination or expiration of the Agreement.
- Only those students who apply for and are accepted to a rotation at Host Agency through ClinicianNexus or a similar program in use by Host Agency will be permitted to rotate to Host Agency pursuant to this agreement.
- SCHOOL will require each student to complete and submit the Confidentiality and Security Agreement attached hereto as <u>Exhibit B</u>, before the student is permitted to participate in the Program onsite at Hospital.
- SCHOOL shall require each Student to sign a Statement of Responsibility, in the form attached hereto as <u>Exhibit C</u>.
- 6. School shall advise Student to provide evidence to the Host Agency of any required criminal background checks and drug test issued by PreCheck, and that the cost of any such test will be paid by the student. Host Agency shall provide instructions to School for student to access PreCheck and appropriately forward test results to Host Agency prior to any rotation at Host Agency.
- 7. Section O, Entire Agreement, add to the end of the Section:

This Agreement supersedes all prior agreements between the parties related to the subject matter hereof.

Student Name:	Emily L.
Clinical Training Experience:	various specialties
Dates of Training Experience:	March 2020 - July 2020
[Si	gnatures on Following Page]
	Page 2 of 8

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

SCHOOL:	American University of Antigua College of Medicine					
Signature:	Vice President for Administration & Community Affairs					
Address:	University Park Jabberwock Beach Road P.O. Box W1451 Coolidge, Antigua					
HOST AGENC	Y: Grand Strand Regional Medical Center					
Signature:	( ) mt & Cili ms Date: 2/13/20					
Ву:	Scott Duncon, MD. MPH. MBA Victor E. Collier MO, FACP					
Title:	DiO					
Rotation Address	s: Grand Strand Regional Medical Center					
	809 82ND PARKWAY					
	MYRTLE BEACH, SC 29572					

#### **EXHIBIT B**

## Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PiNs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

#### General

- I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
- I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
- Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

# Patient Information

I will access and use Patient Information only for patients whose information I need to perform my
assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—
164), applicable state and international laws (e.g., the European Union General Data Protection

Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet).

- I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
- By accessing or attempting to access Patient Information, I represent to the Company at the time of
  access that I have the requisite job-related need to know and to access the Patient Information.

#### **Protecting Confidential Information**

- I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
- 8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
- I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
- 10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
- I will not retain Confidential Information longer than required by the Company's Record Retention policy.
- 12. I will only reuse or destroy media in accordance with the Company's Information Security
  Standards
- 13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

#### Using Mobile Devices, Portable Devices and Removable Media

- 14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
- 15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

# Doing My Part - Personal Security

- 16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
- 17. I will not attempt to bypass Company security controls.
- 18. I understand that I will be assigned a unique identifier (i.e., 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.

- 19. In connection with my Engagement, I will never:
  - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
  - use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
  - allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
  - d. use tools or techniques to break, circumvent or exploit security measures;
  - e. connect unauthorized systems or devices to the Company network; or
  - f. use software that has not been licensed and approved by the Company.
- 20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
- 21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
  - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
  - b. I suspect media with Confidential Information has been lost or stolen;
  - c. I suspect a virus or malware infection on any system;
  - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
  - i become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

#### **Upon Separation**

- 22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
- 23. At the end of my Engagement with the Company for any reason, I will immediately:
  - securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
  - un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

# Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

- 24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
- 25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
- 26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other

- proprietary rights therein or arising therefrom, including any registrations or applications to register
- such rights and the right to suc for past, present, or future infringements or misappropriations thereof.

  27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
- 28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature	···			
Printed Name	Date			
rifited Name	3/4 ID			

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# **EXHIBIT C**

# STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical
setting at Grand Strand Regional Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or
assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained
by the undersigned while participating in the learning experience operated by: American University of Antigua
College of Medicine, c/o Manipal Education Americas, LLC ("School") at Hospital unless such injury or loss arises
solely out of Hospital's gross negligence or willful misconduct.

Signature of Student/Print Name	Date

Page 8 of 8

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## CONFIDENTIAL

From:

William C. Anthony < wanthony@MEALLC.onmicrosoft.com>

Sent:

Thursday, February 27, 2020 4:47 PM

To:

Jason Rivera

Cc:

Rosaire Orlowski

Subject:

Re: UER Emily - Grand Strand Regional Medical Center - IM & Anesthesia

Follow Up Flag:

Follow up

Due By:

Monday, March 2, 2020 4:00 PM

Flag Status:

Flagged

Hi Jason:

Both IM & anesthiesiology are approved.

Sincerely,

William Anthony MD FACP Associate Dean Clinical Affairs AUA

On Feb 27, 2020, at 4:14 PM, Jason Rivera <a href="mailto:sprivera@meallc.onmicrosoft.com">jrivera@meallc.onmicrosoft.com</a> wrote:

From: Rosaire Orlowski

Sent: Tuesday, February 25, 2020 4:32 PM

To: William C. Anthony <wanthony@AUAMED.ORG>; Jason Rivera <jrivera@AUAMED.ORG>
Subject: FW: UER Emily Grand Strand Regional Medical Center - IM & Anesthesia

Importance: High

0404500144 - HCA HEALTHCARE GRAND STRAND REGIONAL MEDICAL CENTER PROGRAM

ANESTHESIOLOGY - MYRTLE BEACH, SC

Back To Search

Accreditation Council for Graduate Medical Education (ACGME) - Public 809 82nd Parkway

Myrtle Beach, SC 29572 https://mygrandstrandhealth.com/

Specialty:

Anesthesiology

Sponsoring Institution:

[ 459517 ] HCA Healthcare Grand Strand Regional Medical Center

Phone:

(706) 290-4114

Email:

elaine.iwachiw@hcahealthcare.com

#### **Director Information**

- Michael B Pesce, MD, JD
- Program Director

# **Director First Appointed:**

January 28, 2019

**Coordinator Information** 

- Ms. Elaine Iwachiw, BS
- Program Coordinator

Phone:

(483) 692-4544

Email:

elaine.iwachiw@hcahealthcare.com

**Accreditation And General Information** 

**Original Accreditation Date:** 

January 28, 2019

Accreditation Status:

Initial Accreditation

**Effective Date:** 

January 28, 2019

**Accredited Length of Training:** 

4 years

Cycle Length:

2.0

Osteopathic Recognition:

No Information Currently Present

Osteopathic Recognition Effective Date:

No Information Currently Present

Director of Osteopathic Education:

No Information Currently Present

Last Site Visit Date:

September 05, 2018

Date of Next Site Visit (Scheduled):

April 02, 2020

**Positions** 

Total Approved Resident Positions:

24

**Total Filled Resident Positions\*:** 

8

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#### CONFIDENTIAL

Complement Breakdown: Approved

**Years:** 1 2 3 4 **Total** 

**Approved:** 6.0 6.0 6.0 24.0

Complement Breakdown: Filled

**Years:** 1 2 3 4 **Total** 

Filled: 6.0 2.0 0.0 0.0 8.0

# **Participating Site Information**

#	ID	Site Name	Rei Roi
1	459517	HCA Healthcare Grand Strand Regional Medical Center	Yes
2	120362	HCA Healthcare/Mercer University School of Medicine	Yes

# 1404500406 - HCA HEALTHCARE GRAND STRAND REGIONAL MEDICAL CENTER PROGRAM

INTERNAL MEDICINE - MYRTLE BEACH, SC

Back To Search

# Accreditation Council for Graduate Medical Education (ACGME) - Public 809 82nd Pkwy

Myrtle Beach, SC 29572 www.grandstrandmed.com/GME

Specialty:

Internal medicine

**Sponsoring Institution:** 

[ 459517 ] HCA Healthcare Grand Strand Regional Medical Center

**Related Programs:** 

• [ 9994500253 ] HCA Healthcare Grand Strand Regional Medical Center Program (Transitional year)

<sup>\*</sup>Total filled will reflect the previous academic year until the annual update is completed for the current academic year. Totals may vary from year to year due to off cycle residents.

Phone:

(843) 692-1118

Email:

GSMC.IMRES@hcahealthcare.com

**Director Information** 

- Victor Collier, MD
- PD

### **Director First Appointed:**

May 05, 2016

**Coordinator Information** 

- Mrs. Becky Sterling
- Program Coordinator

Phone:

(843) 692-1118

Email:

becky.sterling@hcahealthcare.com

**Accreditation And General Information** 

**Original Accreditation Date:** 

July 01, 2015

**Accreditation Status:** 

Continued Accreditation

**Effective Date:** 

January 24, 2020

Accredited Length of Training:

3 years

Osteopathic Recognition:

No Information Currently Present

Osteopathic Recognition Effective Date:

No Information Currently Present

**Director of Osteopathic Education:** 

No Information Currently Present

Last Site Visit Date:

June 21, 2017

**Date of Next Site Visit (Approximate):** 

No Information Currently Present

**Self Study Due Date (Approximate):** 

September 01, 2027

10-Year Site Visit (Approximate):

September 01, 2029

**Positions** 

**Total Approved Resident Positions:** 

39

**Total Filled Resident Positions\*:** 

33

\*Total filled will reflect the previous academic year until the annual update is completed for the current academic year. Totals may vary from year to year due to off cycle residents.

# **Participating Site Information**

# ID Site Name

Rei Roi

1 459517 HCA Healthcare Grand Strand Regional Medical Center

Yes

Rosaire Orlowski

Administrative Assistant

P: (212) 661-8899 x166

rorlowski@auamed.org

Manipal Education Americas, LLC representative for

American University of Antigua College of Medicine

1 Battery Park Plaza, 33rd floor

New York, NY 10004

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From: Jason Rivera

Sent: Tuesday, February 25, 2020 3:18 PM

**To:** William C. Anthony < <u>wanthony@AUAMED.ORG</u>> **Cc:** Rosaire Orlowski < <u>rorlowski@AUAMED.ORG</u>>

Subject: UER Emily Grand Strand Regional Medical Center - IM & Anesthesia

Importance: High

Good afternoon Dr. Anthony,

Please see attached Unaffiliated clerkship requests and advise if approved and if they are

LCME.

Thank you,

# Jason Rivera

Clinical Coordinator H - O

p: (212) 661-8899, ext. 214

p: (646) 790-4214

jrivera@auamed.org

Manipal Education Americas, LLC Representative for

American University of Antiqua College of Medicine

1 Battery Park Plaza, 33rd floor

New York, NY 10004

www.auamed.org

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From: Emily-Lauren [mailto: @auamed.net]

Sent: Monday, February 24, 2020 7:49 PM To: Jason Rivera < <u>irivera@AUAMED.ORG</u>>

Subject: Re: Electives

Attached are the updated non-affiliate request for Grand Strand, both Internal and Anesthesia.

Thank you

Emily L.

Biology B.S / Psychology B.S

College of Charleston- Class of 2016

Medical University of South Carolina Neurosciences- Adkins Lab American University of Antigua | College of Medicine- M.D Candidate

(843)-457-4197 elmaggio@g.cofc.edu

From: Jason Rivera < <u>irivera@AUAMED.ORG</u>>
Sent: Monday, February 24, 2020 12:04 PM

To: @auamed.net>

**Subject:** RE: Electives Good morning Emily,

I will send these directly to the hospital. Please provide an updated non-affiliated form with the updated start date of your request and contact person information so that I may Submit these ASAP.

Thank you,

#### Jason Rivera

Clinical Coordinator H - O

p: (212) 661-8899, ext. 214

p: (646) 790-4214

irivera@auamed.org

Manipal Education Americas, LLC Representative for

American University of Antigua College of Medicine

1 Battery Park Plaza, 33rd floor

New York, NY 10004

# www.auamed.org

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From: "Emily-Lauren [mailto: @auamed.net]

**Sent:** Thursday, February 20, 2020 9:00 PM **To:** Jason Rivera < irivera@AUAMED.ORG>

Subject: Re: Electives

Evening,

I'm in the process of completing the necessary paperwork for my rotation at Grand Strand.

They would like the above three documents. Can I get these from you?

Thank you!

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#### CONFIDENTIAL

Emily L.

Biology B.S / Psychology B.S

College of Charleston- Class of 2016

Medical University of South Carolina Neurosciences- Adkins Lab

American University of Antigua | College of Medicine- M.D Candidate

<u>(843)-457-4197</u>

elmaggio@g.cofc.edu

From: Jason Rivera < <u>irivera@AUAMED.ORG</u>> Sent: Thursday, February 20, 2020 2:48 PM

To: @auamed.net>

**Subject:** RE: Electives Good afternoon Emily.

Thank you for the update, I will be on the lookout for your follow up.

Best regards.

# Jason Rivera

Clinical Coordinator H - O

p: (212) 661-8899, ext. 214

p: (646) 790-4214

jrivera@auamed.org

Manipal Education Americas, LLC Representative for

American University of Antigua College of Medicine

1 Battery Park Plaza, 33rd floor

New York, NY 10004

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From: Parameter [mailto: Parameter and Param

**Sent:** Wednesday, February 19, 2020 12:31 PM **To:** Jason Rivera < <u>irivera@AUAMED.ORG</u>>

**Subject:** Electives Morning Jason,

I think we have finally settled on a solid elective schedule, this is my requested plan:

April 1- April 30: O'Connor, I've emailed Donald to ask for availability, once he lets me know I

will submit it to you in the proper format

May 1- July 31: Miami, I have submitted my elective request to Mariel. I will also attach it in this

email

Aug 1- Sep 25th: Grand Strand Myrtle Beach

Oct 1- Nov: possible NYC Mt. Sinai

Please let me know what you think of this plan.

Emily L. Maggioncalda

Biology B.S / Psychology B.S.

College of Charleston- Class of 2016

Medical University of South Carolina Neurosciences- Adkins Lab

American University of Antigua | College of Medicine- M.D Candidate

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<NEW NON-AFFILIATED HOSPITAL CLERKSHIP REQUEST FORM 2019-2.pdf>

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# CONFIDENTIAL

<Anesthesia-NON-AFFILIATED HOSPITAL CLERKSHIP REQUEST FORM 2019.pdf>

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#### CONFIDENTIAL

From:

Sent:

Monday, February 24, 2020 7:49 PM

To:

Jason Rivera

Subject:

Re: Electives

Attachments:

NEW NON-AFFILIATED HOSPITAL CLERKSHIP REQUEST FORM 2019-2.pdf; Anesthesia-

NON-AFFILIATED HOSPITAL CLERKSHIP REQUEST FORM 2019.pdf

Attached are the updated non-affiliate request for Grand Strand, both Internal and Anesthesia. Thank you

Emily L.

Biology B.S / Psychology B.S

College of Charleston- Class of 2016

Medical University of South Carolina Neurosciences- Adkins Lab

American University of Antigua | College of Medicine- M.D Candidate

olmoggio@g.cofc.edu

From: Jason Rivera < jrivera@AUAMED.ORG> Sent: Monday, February 24, 2020 12:04 PM

Γ**ο:** ,Emily-Lauren <

@auamed.net>

**Subject:** RE: Electives Good morning Emily,

I will send these directly to the hospital. Please provide an updated non-affiliated form with the updated start date of your request and contact person information so that I may Submit these ASAP.

Thank you,

# Jason Rivera

Clinical Coordinator H - O

p: (212) 661-8899, ext. 214

p: (646) 790-4214

jrivera@auamed.org

Manipal Education Americas, LLC Representative for

American University of Antigua College of Medicine

1 Battery Park Plaza, 33rd floor

New York, NY 10004

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From:

Emily-Lauren [mailto: @auamed.net]

Sent: Thursday, February 20, 2020 9:00 PM To: Jason Rivera < jrivera@AUAMED.ORG>

Subject: Re: Electives

Evening,

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## CONFIDENTIAL

I'm in the process of completing the necessary paperwork for my rotation at Grand Strand. They would like the above three documents. Can I get these from you?

Thank you!

Emily Biology B.S / Psychology B.S

College of Charleston- Class of 2016

Medical University of South Carolina Neurosciences- Adkins Lab

American University of Antiqua | College of Medicine- M.D Candidate

<u>97</u> .cofc.edu

From: Jason Rivera < irivera@AUAMED.ORG > Sent: Thursday, February 20, 2020 2:48 PM

Fo: \_\_\_\_\_\_\_,Emily-Lauren < \_\_\_\_\_\_\_@auamed.net>

**Subject:** RE: Electives Good afternoon Emily,

Thank you for the update, I will be on the lookout for your follow up.

Best regards,

# Jason Rivera

Clinical Coordinator H - O

p: (212) 661-8899, ext. 214

p: (646) 790-4214

irivera@auamed.org

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From: @auamed.net]

Sent: Wednesday, February 19, 2020 12:31 PM To: Jason Rivera < irivera@AUAMED.ORG>

**Subject:** Electives Morning Jason,

I think we have finally settled on a solid elective schedule, this is my requested plan:

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May 1- July 31: Miami, I have submitted my elective request to Mariel. I will also attach it in this email

Aug 1- Sep 25th: Grand Strand Myrtle Beach

Oct 1- Nov: possible NYC Mt. Sinai

Please let me know what you think of this plan.

Emily L.

Biology B.S / Psychology B.S

College of Charleston- Class of 2016

Medical University of South Carolina Neurosciences- Adkins Lab

American University of Antigua | College of Medicine - M.D Candidate

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# CONFIDENTIAL



# CLINICAL SCIENCES DEPARTMENT

# NON-AFFILIATED HOSPITAL CLERKSHIP REQUEST FORM

Please provide all required information below incomplete forms will not be reviewed. Please be advised that you must provide the contact information for the Director of Medical Education at the hospital, clerkships will not be approved without consent from the DME. All application fees are the student's responsibility, however, clerkship fees must be reviewed by the University prior to acceptance. Please allow a minimum of 8 weeks for your application to be processed.

STUDENT NAME:	Last Name	Emily First Name	M.I.	Student ID#		
CONTACT PERSON:Kam_Richardson						
TITLE:Medical Education Director						
PHONE:843-848-4676						
EMAIL:	EMAIL:kam.richardson@hcahealthcare.com					
HOSPITAL:	Grand Strand	l Regional Medica	al Center_			
LOCATION:	Myrtle Beac	h, South Carolin	a			
ACCREDITATION:		NON NON!				
SPONSORING INSTITUTION		Regional Medical Ce	nter			
SPONSORED PROGRAM(S):						
DME (Director of Medical Education)						
PHONE:	843-692-1	122				
EMAIL:	_kam.richar	dson@hcahealthc	are.com_			
ELECTIVE CLERKSHIP REQU	UESTED; Intern	nal_Medicine				
PROGRAM ID #:						
DATES:	08/3/20-08/	25 /20				
SUPERVISING PHYSICIAN: Becky Sterling						
PHONE: 843-692-1118						
GSMC.IMRes@hcahealthcare.com						

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#### CONFIDENTIAL



# CLINICAL SCIENCES DEPARTMENT

# NON-AFFILIATED HOSPITAL CLERKSHIP REQUEST FORM

Please provide all required information below incomplete forms will not be reviewed. Please be advised that you must provide the contact information for the Director of Medical Education at the hospital, clerkships will not be approved without consent from the DME. All application fees are the student's responsibility, however, clerkship fees must be reviewed by the University prior to acceptance. Please allow a minimum of 8 weeks for your application to be processed.

STUDENT NAME:		Emily		Student ID#_	J70201			
	Last Name	First Name	M.I.					
CONTACT PERSON:	Kam Ric	Kam Richardson						
TITLE:	Medical	Medical Education Director						
PHONE:	843-848-	843-848-4676						
EMAIL:	kam.rich	ardson@hcahealt	hcare.com					
HOSPITAL:	Grand S	trand Regional M	edical Cer	nter				
LOCATION:	LOCATION: Myrtle Beach SC, 29572							
ACCREDITATION:	ACGM	E AOA N	ONE					
SPONSORING INSTITUTION: Grand Strand Regional Medical Center								
SPONSORED PROGRAM(S):								
DME (Director of Medical Education)	Kam Rio	chardson						
PHONE: 843-848-4676								
EMAIL:	1							
ELECTIVE CLERKSHIP REQU	ESTED:	Anesthesiology						
PROGRAM ID #:								
DATES:								
SUPERVISING PHYSICIAN:	PERVISING PHYSICIAN: Dr. Michael Pesce							
PHONE:	706-290	-4114						
E-MAIL:								

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## CONFIDENTIAL

From: Emily-Lauren @auamed.net>

Sent: Monday, November 2, 2020 3:12 PM

To: Jason Rivera
Cc: Richardson Kam
Subject: Previous Elective Eval

# Hi Jason,

Can you please send an elective evaluation form for a prior elective. I completed Anesthesiology at Grand Strand Regional Medical Center. This 4 week elective was 8-28-2020 to 10-23-2020. You can send it directly to me and I can forward it to my attending Dr. Pesce, or you can send it to Kam Richardson (GME Coordinator) and she can forward it to my attending.

Thank you, I appreciate it.

Get Outlook for iOS

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#### CONFIDENTIAL

From:

Melissa Morell <mmorell@AUAMED.ORG>

Sent:

Monday, February 24, 2020 11:30 AM

Jason Rivera; Teneshea LeGrand

To: Subject:

Fwd: Non-affiliated Hospital- Grand strand

FYI

#### Melissa Morell

Executive Director, Clinical Sciences Administration

p: (212) 661-8899, ext. 167

f: (646) 390-4947

mmorell@auamed.org

Manipal Education Americas, LLC Representative for

American University of Antigua College of Medicine

1 Battery Park Plaza, 33rd floor

New York, NY 10004

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# Begin forwarded message:

From: Bynum Megan <Katherine.Bynum@hcahealthcare.com>

**Date:** February 24, 2020 at 11:02:19 AM EST

To: " Iman

Cc: Melissa Morell <mmorell@AUAMED.ORG>, Richardson Kam

<Kam.Richardson@hcahealthcare.com>

Subject: Re: Non-affiliated Hospital- Grand strand

Iman,

I appreciate your interest in one of HCA Healthcare's facilities, but the issue does not involve the lapse of time between rotations. HCA Healthcare does not accept international medical students from non-LCME accredited international schools for clinical rotations. An exception was grant for one student, but we will not be granting any other exceptions at this time at Grand Strand for international medical students.

Sincerely,

Megan

Megan Bymum

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## CONFIDENTIAL

From:

Sent: Friday, February 21, 2020 11:10 AM

To: Bynum Megan < Katherine. Bynum@hcahealthcare.com>

Cc: Melissa Morell < mmorell@auamed.org>

Subject: {EXTERNAL} Re: Non-affiliated Hospital- Grand strand

Good morning Megan,

I was informed by my clinical coordinator that the lapse of time between being able to send a new student into a non-LCME hospital can run between 3 to 6 months.

Having said that that's why I chose to rotate in Jan 2021 and Feb 2021 which is 4 months after the other student.

You also mentioned in your previous email that my accommodation has to be pre approved by the facility. Do you need any additional document so I can provide It to you.

Thanks In advance,

Thanks in advance,

From: Bynum Megan < Katherine. Bynum@hcahealthcare.com>

Sent: Friday, February 21, 2020 7:13:19 AM

To:

Pauamed.net

Cc: Melissa Morell < mmorell@auamed.org

Subject: Re:Non-affiliated Hospital- Grand strand

Thank you for your interest in a HCA GME medical student rotation. The HCA GME currently does not accept medical students from international medical schools for rotations, unless it is preapproved by the facility. At this time, we have not received notification that you have been granted an exception to the policy.

Megan Bynum

From: Dauamed.net>
Sent: Thursday, February 20, 2020 4:08 PM

To: Bynum Megan <Katherine.Bynum@hcahealthcare.com>

Cc: Melissa Morell < mmorell@auamed.org >

Subject: {EXTERNAL} Non-affiliated Hospital- Grand strand

Hello Mrs. Megan,

This is and my student number is 370051.

I just wanted to touch base with you regarding my application for Grand Strand Hospital so I can schedule my electives in advance for January and Feb 2022.

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# CONFIDENTIAL

May you please let me know how long more the process will take. Thanks in advance,

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#### CONFIDENTIAL



From: Melissa Morell < mmorell@AUAMED.ORG > Sent: Thursday, February 13, 2020 8:01:27 AM

Cc: Rivera, Jason < irivera@AUAMED.OKG>
Subject: RE: HCA Hospital Agreement

Good morning Emily,

The contract with HCA has been signed. You will be limited to two 4-week electives. Please work with your coordinator to have them reviewed by the Executive Clinical Dena for approval.

Best regards,

Melissa Morell

Executive Director, Clinical Sciences Administration

p: (212) 661-8899, ext. 167

f: (646) 390-4947

mmorell@auamed.org

Manipal Education Americas, LLC Representative for

# American University of Antiqua College of Medicine

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From: M@auamed.net]

**Sent:** Monday, February 10, 2020 10:12 AM **To:** Melissa Morell <a href="mailto:kmmorell@AUAMED.ORG">kmmorell@AUAMED.ORG</a>>

Subject: Re: HCA Hospital Agreement

Great thank you! Much appreciated

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From: Melissa Morell < mmorell@AUAMED.ORG > Sent: Monday, February 10, 2020 7:00:52 AM

Г**о:** l

Cc: Rivera, Jason < <u>irivera@AUAMED.ORG</u>>
Subject: RE: HCA Hospital Agreement

Hi Emily,

Thanks for reaching out. I just got off of the phone with Ms. Bynum. We are working towards having this contract signed asap.

Best regards,

### Melissa Morell

Executive Director, Clinical Sciences Administration

p: (212) 661-8899, ext. 167

f: (646) 390-4947

mmorell@auamed.org

Manipal Education Americas, LLC Representative for

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From: M@auamed.net]

Sent: Monday, February 10, 2020 9:25 AM

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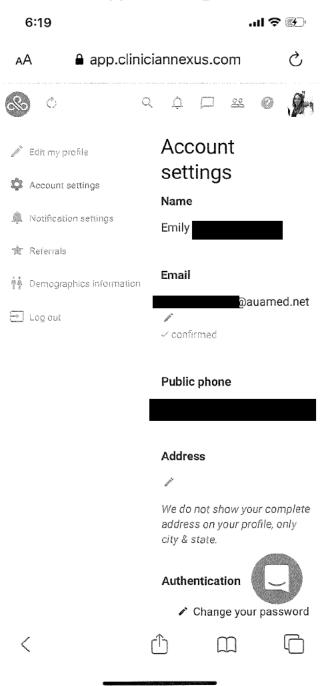
To: Melissa Morell < mmorell@AUAMED.ORG >

Subject: Fwd: HCA Hospital Agreement

Morning Melissa, I reached out to contact HCA regarding the contract. I asked if there was anything I could do on my end to hasten the process as my elective time (MS4) will start in 4 weeks once I'm done with Surgery. She advise I check again with you.

Thanks, much appreciated

And if it is helpful to you I have completed my Clinical Nexus account



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#### CONFIDENTIAL

# Get Outlook for iOS

From: Bynum Megan <Katherine.Bynum@hcahealthcare.com>

Sent: Monday, February 10, 2020 6:02 AM

To: mily-Lauren

Subject: Re:HCA Hospital Agreement

Emily,

I have been in contact with your school regarding the agreement. My last correspondence was with Melissa Morell on 1/24. You may want to check with her on the status of the agreement. We will need this in place in order to start the process of onboarding.

Do you have a ClinicianNexus account?

Megan Bynum 615-372-6794

From: [ \_\_\_\_\_\_\_@auamed.net >

Sent: Saturday, February 8, 2020 3:14 PM

To: Bynum Megan < Katherine.Bynum@hcahealthcare.com >

Subject: {EXTERNAL} HCA Hospital Agreement

Afternoon,

My name is Emily I'm a 4th year medical student with American University of Antigua (AUA). I've been in contact with Ms. Kam Richardson from Grand Strand Regional Medical Center in Myrtle Beach, SC regarding elective rotations. She explained how my school must sign an agreement in order to rotate at this hospital. The Medical Education Director from my school, Melissa Morell explained she's been in contact with you to get this started. I'm inquiring to see how long this process usually takes. In 4 weeks I will be able to start electives and I'd like to be able to do a handful at Grand Strand. My father, Dr. explained there are programs in Anesthesia, Internal Medicine, Endocrinology, Family, and Emergency. If I can do anything from my end to hasten this process please let me know and I would be glad to do so.

Thank you so much!

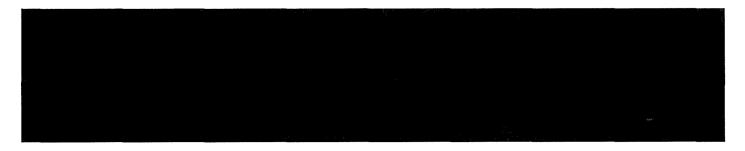
Emily L. I

Biology B.S / Psychology B.S College of Charleston- Class of 2016 Medical University of South Carolina Neurosciences- Adkins Lab American University of Antiqua | College of Medicine- M.D Candidate

> 97 cofc.edu

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#### CONFIDENTIAL



From: Bynum Megan <Katherine.Bynum@hcahealthcare.com>

**Sent:** Monday, February 10, 2020 10:03 AM **To:** Melissa Morell <a href="mailto:kmmorell@AUAMED.ORG">kmmorell@AUAMED.ORG</a>

Subject: AUA - Grand Strand

As we discussed, here you go.

K. Megan Bynum, Ed.D

Director of Resident Engagement Strategy Graduate Medical Education HCA | Physician Services Group

P 615.372.6794 2000 Health Park Drive, Brentwood, TN 37027 HCAHealthcare.com | Connect With Us

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#### CONFIDENTIAL

# AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

# VISITING STUDENT IMPLEMENTATION LETTER

The purpose of this letter is to provide a record of the clinical training affiliation agreement between American University of Antigua College of Medicine, c/o Manipal Education Americas, LLC (the "SCHOOL") and Grand Strand Regional Medical Center the ("HOST AGENCY") with respect to a clinical training experience for the SCHOOL'S students and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing "none"):

1. Section A5 under Responsibilities of the SCHOOL (Page 2 of 9) removed and replaced as follows:

SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with SCHOOL. SCHOOL shall notify the student of Host Agency's requirement for evidence of successful criminal background check results, health and immunization records, and proof of negative drug test results prior to the first day of their learning experience. SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host Agency's policies and practices, and that the cost of any such test will be paid by the student. All students shall pass a medical examination acceptable to Host Agency prior to their participation in the learning experience at Host Agency at least once a year or as otherwise required by applicable laws. SCHOOL and/or the student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the learning experience at Host Agency. In no event shall Host Agency be financially or otherwise responsible for said medical care and treatment. Students will present the following health records on the first day of their educational experience at Host Agency. Students will not be allowed to commence experiences until all records are provided:

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR;and
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (vi) Evidence of a Negative drug screen.

The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);

- (iii) Violent Sexual Offender and Predator Registry Search;
- (iv) HHS/OIG List of Excluded Individuals/Entities;
- (v) GSA List of Parties Excluded from Federal Programs;
- (vi) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
- (vii) Applicable State Exclusion List, if available.
- 2. SCHOOL will and will require that each student keeps strictly confidential and holds in trust all non-public information of Host Agency, including all patient information, and refrains from disclosing such confidential information to any third party without the express prior written consent of Host Agency, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process or as required by law or court order after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. SCHOOL shall not disclose the terms of this Agreement to any person who is not a party to this Agreement or a student, except as required by law or as authorized by Host Agency. These confidentiality requirements survive the termination or expiration of the Agreement.
- Only those students who apply for and are accepted to a rotation at Host Agency through ClinicianNexus
  or a similar program in use by Host Agency will be permitted to rotate to Host Agency pursuant to this
  agreement.
- SCHOOL will require each student to complete and submit the Confidentiality and Security Agreement attached hereto as Exhibit B, before the student is permitted to participate in the Program onsite at Hospital.
- SCHOOL shall require each Student to sign a Statement of Responsibility, in the form attached hereto as Exhibit C.
- 6. School shall advise Student to provide evidence to the Host Agency of any required criminal background checks and drug test issued by PreCheck, and that the cost of any such test will be paid by the student. Host Agency shall provide instructions to School for student to access PreCheck and appropriately forward test results to Host Agency prior to any rotation at Host Agency.
- 7. Section O, Entire Agreement, add to the end of the Section:

This Agreement supersedes all prior agreements between the parties related to the subject matter hereof.

Student Name:	Emily L.
Clinical Training Experience:	various specialties
Dates of Training Experience:	March 2020 - July 2020

[Signatures on Following Page]

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### CONFIDENTIAL

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

SCHOOL:	merican University of Antigua College of Medicine, c/o	Manipal Education Americas, LLC
Signature:	Date:	
Address:	Battery Park Plaza, 33rd Fl. few York, New York 10004 ttn. Neal Simon, President	
HOST AGENC	Grand Strand Regional Medical Center	
Signature:	Date	:
By:	Scott Duncan, MD, MPH, MBA	
Title:	DIO	
Rotation Address	Grand Strand Regional Medical Center	
	809 82ND PARKWAY	
	MYRTLE BEACH, SC 29572	

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### CONFIDENTIAL

### **EXHIBIT B**

# Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

#### General

- 1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
- 2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
- 3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

### Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection

Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet).

- 5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
- 6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

## **Protecting Confidential Information**

- 7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
- 8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
- 9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
- 10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
- 11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
- 12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
- 13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

### Using Mobile Devices, Portable Devices and Removable Media

- 14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
- 15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

### Doing My Part - Personal Security

- 16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
- 17. I will not attempt to bypass Company security controls.
- 18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.

Page 5 of 8

- 19. In connection with my Engagement, I will never:
  - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
  - use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
  - c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
  - d. use tools or techniques to break, circumvent or exploit security measures;
  - e. connect unauthorized systems or devices to the Company network; or
  - f. use software that has not been licensed and approved by the Company.
- 20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
- 21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
  - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
  - b. I suspect media with Confidential Information has been lost or stolen;
  - c. I suspect a virus or malware infection on any system;
  - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
  - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

# **Upon Separation**

- 22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
- 23. At the end of my Engagement with the Company for any reason, I will immediately:
  - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
  - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

# Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

- 24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
- 25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
- 26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other

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### CONFIDENTIAL

- proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
- 27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
- 28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature	Date
Printed Name	3/4 ID

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# CONFIDENTIAL

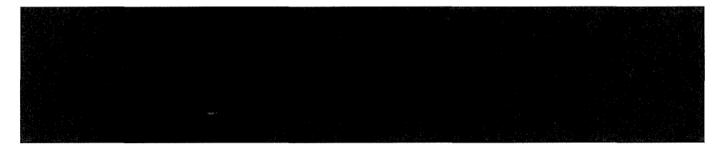
# EXHIBIT C

# STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the under	rsigned in the form of experience in a clinical
setting at Grand Strand Regional Medical Center ("Hospital"), the	undersigned and his/her heirs, successors and/or
assigns do hereby covenant and agree to assume all risks and be so	lely responsible for any injury or loss sustained
by the undersigned while participating in the learning experience	operated by: American University of Antigua
College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Manipal Education Americas, LLC ("School College of Medicine, c/o Medicin	ool") at Hospital unless such injury or loss arises
solely out of Hospital's gross negligence or willful misconduct.	
Signature of Student/Print Name	Date

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#### CONFIDENTIAL



From: Melissa Morell

Sent: Wednesday, February 19, 2020 2:24 PM

To: Bynum Megan <Katherine.Bynum@hcahealthcare.com>

Subject: RE: Revised AA

Good afternoon Megan,

Please see attached and let me know if there is anything else you need.

Thank you,

# Melissa Morell

Executive Director, Clinical Sciences Administration

p: (212) 661-8899, ext. 167

f: (646) 390-4947

mmorell@auamed.org

Manipal Education Americas, LLC Representative for

# American University of Antiqua College of Medicine

1 Battery Park Plaza, 33rd floor

New York, NY 10004

www.auamed.org

#### DISCLAIMER:

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Manipal Education of Americas, LLC Agent for American University of Antigua College of Medicine, and any of its subsidiaries each reserve the right to monitor all e-mail communications through its networks. Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

From: Bynum Megan [mailto:Katherine.Bynum@hcahealthcare.com]

Sent: Tuesday, February 18, 2020 10:43 AM
To: Melissa Morell <a href="mailto:kmmorell@AUAMED.ORG">kmmorell@AUAMED.ORG</a>

Subject: Revised AA

Emily informed me her rotations are not until the fall. I have amended the agreement, instead of issuing a new one. Will you initial by the date change it you approve?

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### CONFIDENTIAL

Thanks Megan

K. Megan Bynum, Ed.D Director of Resident Engagement Strategy Graduate Medical Education HCA | Physician Services Group

P 615.372.6794 2000 Health Park Drive, Brentwood, TN 37027 HCAHealthcare.com | Connect With Us

This email and any files transmitted with it may contain PRIVILEGED or CONFIDENTIAL information and may be read or used only by the intended recipient. If you are not the intended recipient of this email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing, or copying of this e-mail or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply email or contact the sender at the number listed.

# AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

### VISITING STUDENT IMPLEMENTATION LETTER

The purpose of this letter is to provide a record of the clinical training affiliation agreement between American University of Antigua College of Medicine, c/o Manipal Education Americas, LLC (the "SCHOOL") and Grand Strand Regional Medical Center the ("HOST AGENCY") with respect to a clinical training experience for the SCHOOL'S students and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing "none"):

1. Section A5 under Responsibilities of the SCHOOL (Page 2 of 9) removed and replaced as follows:

SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with SCHOOL. SCHOOL shall notify the student of Host Agency's requirement for evidence of successful criminal background check results, health and immunization records, and proof of negative drug test results prior to the first day of their learning experience. SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host Agency's policies and practices, and that the cost of any such test will be paid by the student. All students shall pass a medical examination acceptable to Host Agency prior to their participation in the learning experience at Host Agency at least once a year or as otherwise required by applicable laws. SCHOOL and/or the student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the learning experience at Host Agency. In no event shall Host Agency be financially or otherwise responsible for said medical care and treatment. Students will present the following health records on the first day of their educational experience at Host Agency. Students will not be allowed to commence experiences until all records are provided:

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (vi) Evidence of a Negative drug screen.

The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification:
- (ii) Criminal Search (7 years or up to 5 criminal searches);

(iii)	Violent	Sexual	Offender and	Predator	Registry	Search;
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- (iv) HHS/OIG List of Excluded Individuals/Entities;
- (v) GSA List of Parties Excluded from Federal Programs;
- (vi) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
- (vii) Applicable State Exclusion List, if available.
- 2. SCHOOL will and will require that each student keeps strictly confidential and holds in trust all non-public information of Host Agency, including all patient information, and refrains from disclosing such confidential information to any third party without the express prior written consent of Host Agency, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process or as required by law or court order after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. SCHOOL shall not disclose the terms of this Agreement to any person who is not a party to this Agreement or a student, except as required by law or as authorized by Host Agency. These confidentiality requirements survive the termination or expiration of the Agreement.
- Only those students who apply for and are accepted to a rotation at Host Agency through ClinicianNexus or a similar program in use by Host Agency will be permitted to rotate to Host Agency pursuant to this agreement.
- SCHOOL will require each student to complete and submit the Confidentiality and Security Agreement attached hereto as <u>Exhibit B</u>, before the student is permitted to participate in the Program onsite at Hospital.
- SCHOOL shall require each Student to sign a Statement of Responsibility, in the form attached hereto as Exhibit C.
- 6. School shall advise Student to provide evidence to the Host Agency of any required criminal background checks and drug test issued by PreCheck, and that the cost of any such test will be paid by the student. Host Agency shall provide instructions to School for student to access PreCheck and appropriately forward test results to Host Agency prior to any rotation at Host Agency.
- 7. Section O, Entire Agreement, add to the end of the Section:

This Agreement supersedes all prior agreements between the parties related to the subject matter hereof.

Student Name:	Emily L.	1051 200
Clinical Training Experience:	various specialties	19562020
Dates of Training Experience:	- March 2020 - July 2020 - Oct	tober 2020
	[Signatures on Following Page]	
	Page 2 of 8	

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

SCHOOL:	CHOOL: American University of Antigua College of Medicine		
Signature:	Vice President for Administration Community Affairs		
Address:	University Park labberwock Beach Road P.O. Box W1451 Coolidge, Antigua		
HOST AGENCY: Grand Strand Regional Medical Center			
Signature: Dut ? Culi no Date: 2/13/20			
Ву:	-Scott-Dunson, MD, MPH, MBA Victor E. Collier mo, FACP		
Title:	DIO		
Rotation Addres	SS: Grand Strand Regional Medical Center  809 82ND PARKWAY		

MYRTLE BEACH, SC 29572

#### **EXHIBIT B**

### Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(les) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

### General

- I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
- I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
- 3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

# **Patient Information**

I will access and use Patient Information only for patients whose information I need to perform my
assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—
164), applicable state and international laws (e.g., the European Union General Data Protection

Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet).

 I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.

By accessing or attempting to access Patient Information, I represent to the Company at the time of
access that I have the requisite job-related need to know and to access the Patient Information.

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- I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
- will not publish, disclose or discuss any Confidential Information (a) with others, including
  coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication
  methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs
  or social media sites.
- I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
- 10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
- I will not retain Confidential Information longer than required by the Company's Record Retention policy.
- I will only reuse or destroy media in accordance with the Company's Information Security Standards.
- 13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

### Using Mobile Devices, Portable Devices and Removable Media

- 14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
- 15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

### Doing My Part - Personal Security

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- 19. In connection with my Engagement, I will never:
  - disclose or share user credentials (e.g., password, SecuriD card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
  - use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User 1D and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
  - allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
  - d. use tools or techniques to break, circumvent or exploit security measures;
  - e. connect unauthorized systems or devices to the Company network; or
  - f. use software that has not been licensed and approved by the Company.
- 20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations white traveling and working remotely.
- 21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
  - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised:
  - b. I suspect media with Confidential Information has been lost or stolen;
  - c. I suspect a virus or malware infection on any system;
  - I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
  - i become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

### Upon Separation

- 1 agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
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  - securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
  - un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

# Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

- 24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
- 25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
- 26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other

- proprietary rights therein or arising therefrom, including any registrations or applications to register
- such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

  27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
- 28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Circuit		
Signature	Date	
Printed Name	1	
rinted Name	3/4 ID	
	1	

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# CONFIDENTIAL

## EXHIBIT C

# STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinic
setting at Grand Strand Regional Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/o
assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustaine
by the undersigned while participating in the learning experience operated by: American University of Antigu
College of Medicine, c/o Manipal Education Americas, LLC ("School") at Hospital unless such injury or loss arise
solely out of Hospital's gross negligence or willful misconduct.
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Signature of Student/Print Name	Date